

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

CLERK OF SUPERIOR COURT
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CUMBERLAND COUNTY
FILE NO.: 16-CVS-80218
SUBMITTED IN COURT ON

JOHN DOE 15, by and through his)
Guardian Ad Litem, Jane Doe; JOHN)
DOE 16, by and through Guardian Ad)
Litem Sarah Doe; and JOHN DOE 17, by)
and through his Guardian Ad Litem, James)
Doe;)

Plaintiff,)

v.)

MICHAEL G. LALLIER; RLC, LLC,)
d/b/a Reed Lallier Chevrolet; MGL, INC.;)
GENE REED, JR.; and GRJ, INC.,)

Defendants.)

AMENDED
COMPLAINT AND MOTION FOR
IMMEDIATE INJUNCTIVE RELIEF

[COMP; INJU; OTHR; NEG0]

Jury Trial Demanded

BY: 12/14/16 303

Asst. Deputy Clerk of Superior Court

NOW COMES John Doe 15 (hereinafter "Minor Plaintiff"), by and through his Guardian Ad Litem, Jane Doe (hereinafter "Guardian 15"); JOHN DOE 16, by and through Guardian Ad Litem Sarah Doe (hereinafter "Guardian 16"); and JOHN DOE 17, by and through his Guardian Ad Litem, James Doe (hereinafter "Guardian 17"), to amend the Complaint first filed in this action as a matter of right pursuant to Rule 15(a) of the North Carolina Rules of Civil Procedure to complain of Defendants Michael G. Lallier (hereinafter "Mike Lallier"); RLC, LLC, d/b/a Reed Lallier Chevrolet (hereinafter "the Dealership"); MGL, Inc. (hereinafter "Lallier's Holding Company"), Gene Reed, Jr. (hereinafter "Gene Reed") and GRJ, Inc. (hereinafter "Reed's Holding Company") to allege and say:

Introduction

1. This action concerns sexual abuse of a child by Mike Lallier - a Dealership executive and co-owner - at a Dealership hospitality event in a Dealership vehicle - Mike Lallier's propensity for similar misconduct had long been known to the Dealership and its business affiliates. Contrary to taking reasonable steps to protect the Dealership, its employees, and other

future victims in this community from foreseeable sexual misconduct by Mike Lallier, the Dealership's business affiliates merely paid prior victims to be silent. As a direct and proximate result, children - Minor Plaintiffs - were cruelly mistreated and suffers immense harms which should be duly remedied by Mike Lallier and the businesses that knowingly empowered him.

Parties

2. Plaintiff John Doe 15, previously identified as "Minor Plaintiff," is a minor resident of Cumberland County, North Carolina. He was similarly a minor resident of Cumberland County, North Carolina at the time of the matters and things alleged herein. A pseudonym is used to protect the privacy of Minor Plaintiff, who is the victim of sexual battery as a result of Defendants' conduct. The identity of Minor Plaintiff is known to Defendants, or will be made known to Defendants once Minor Plaintiff's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff's identity out of the public record.

3. Plaintiff John Doe 16, previously identified as "Minor Plaintiff 16," is a minor resident of Cumberland County, North Carolina. He was similarly a minor resident of Cumberland County, North Carolina at the time of the matters and things alleged herein. A pseudonym is used to protect the privacy of Minor Plaintiff 16, who is the victim of sexual battery as a result of Defendants' conduct. The identity of Minor Plaintiff is known to Defendants, or will be made known to Defendants once Minor Plaintiff's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff's identity out of the public record.

4. Plaintiff John Doe 17, previously identified as "Minor Plaintiff 17," is a minor resident of Cumberland County, North Carolina. He was similarly a minor resident of Cumberland County, North Carolina at the time of the matters and things alleged herein. A pseudonym is used to protect the privacy of Minor Plaintiff 17, who is the victim of sexual battery as a result of

Defendants' conduct. The identity of Minor Plaintiff is known to Defendants, or will be made known to Defendants once Minor Plaintiff's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff's identity out of the public record.

5. Minor Plaintiff, Minor Plaintiff 16, and Minor Plaintiff 17 may be collectively referred to herein as "Minor Plaintiffs."

6. Plaintiff Guardian 15 is the duly appointed Guardian Ad Litem of Minor Plaintiff, and she is a resident and citizen of Cumberland County, North Carolina. Guardian 15 brings this action on behalf of Minor Plaintiff in accord with Rule 17(b)(1) of the North Rules of Civil Procedure. A pseudonym is used to protect the privacy of Minor Plaintiff, who is the victim of sexual battery as a result of Defendants' conduct. The identity of Guardian 15 is known to Defendants, or will be made known to Defendants once Minor Plaintiff's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff's identity out of the public record.

7. Plaintiff Guardian 16 is the duly appointed Guardian Ad Litem of Minor Plaintiff 16, and she is a resident and citizen of Cumberland County, North Carolina. Guardian 16 brings this action on behalf of Minor Plaintiff 16 in accord with Rule 17(b)(1) of the North Rules of Civil Procedure. A pseudonym is used to protect the privacy of Minor Plaintiff, who is the victim of sexual battery as a result of Defendants' conduct. The identity of Guardian 16 is known to Defendants, or will be made known to Defendants once Minor Plaintiff 16's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff 16's identity out of the public record.

8. Plaintiff Guardian 17 is the duly appointed Guardian Ad Litem of Minor Plaintiff 17, and she is a resident and citizen of Cumberland County, North Carolina. Guardian 17 brings this action on behalf of Minor Plaintiff 17 in accord with Rule 17(b)(1) of the North Rules of Civil

Procedure. A pseudonym is used to protect the privacy of Minor Plaintiff, who is the victim of sexual battery as a result of Defendants' conduct. The identity of Guardian 17 is known to Defendants, or will be made known to Defendants once Minor Plaintiff's legal counsel learns the identity of Defendants' legal counsel and obtains its agreement to keep Minor Plaintiff 17's identity out of the public record.

9. Guardian 15, Guardian 16, and Guardian 17 may be collectively referred to herein as "Guardians."

10. Defendant Mike Lallier is an adult citizen and resident of Cumberland County, North Carolina, and was so at the time of the matters and things alleged herein.

11. Defendant Dealership is a limited liability company organized and existing under the laws of North Carolina. It does business as Reed-Lallier Chevrolet, its registered agent is Mike Lallier, its registered mailing address is 4500 Raeford Road, Fayetteville, North Carolina 28304, and its principal office is in Cumberland County. Upon information and belief, Lallier's Holding Company owns 49% of the member interests of the Dealership. Upon information and belief, Reed's Holding Company owns 51% of the member interests of the Dealership and is its statutory "manager." Mike Lallier serves, or at least is represented to the public as serving, as the Dealership's president and is registered as the Dealership's registered "dealer operator" with General Motors LLC. At all times relevant hereto Mike Lallier and Gene Reed, personally and through their affiliate entities, had joint legal and factual control over the Dealership's operations.

12. Defendant Lallier's Holding Company is a corporation organized and existing under the laws of North Carolina. Its registered agent is Mike Lallier, its registered mailing address is 4500 Raeford Road, Fayetteville, North Carolina 28304, and its principal office is in Cumberland County. Upon information and belief, Mike Lallier owns - or owned until very recently - all of the shares of Lallier's Holding Company, and he exercises legal and factual control

over its management and operations.

13. Upon information and belief, Defendant Gene Reed is an adult citizen and resident of Charleston County, South Carolina, and was so at the time of the matters and things alleged herein. Gene Reed has been, and may still be, Mike Lallier's father-in-law. Gene Reed owns or has owned more than ten car dealerships in North and South Carolina, including, without limitation, a majority beneficial interest in the Dealership, which is located in Fayetteville, North Carolina.

14. Defendant Reed's Holding Company is a corporation organized and existing under the laws of North Carolina. Its registered agent is Robert L. Underwood, its registered mailing address is 3110 Edwards Mill Road, Suite 100, Raleigh, North Carolina 27612-5419, and its principal office is in Wake County, North Carolina. Upon information and belief, Gene Reed owns - or owned until very recently - all of the shares of Reed's Holding Company, and he exercises legal and factual control over its management and operations.

Jurisdiction & Venue

15. This Court has personal jurisdiction over all Defendants pursuant to N.C. Gen. Stat. § 1-75.4.

16. This Court has subject matter jurisdiction over this matter pursuant to N.C. Gen. Stat. § 7A-243. With regard to each claim below, the amount of damages pled is in excess of the superior court jurisdictional amount designated in N.C. Gen. Stat § 7A-243, and in excess of the amount specified in N.C. Gen. Stat § 7A-37.1(c).

17. Cumberland County, North Carolina is the proper venue for this matter pursuant to N.C. Gen. Stat. § 1-82.

Facts

Setting for Defendants' Unlawful and Abusive Conduct

18. Minor Plaintiff is [REDACTED] boy. [REDACTED]
[REDACTED]

19. Minor Plaintiff 16 is a [REDACTED] boy.

20. Minor Plaintiff 17 is a [REDACTED] boy.

21. Mike Lallier is a married man and approximately sixty years-old. He is over six feet tall and weighs over 200 pounds.

22. During the weekend of September 3, 2016, Minor Plaintiff and his family attended a stock car race and related events at the Darlington Raceway located in Darlington, South Carolina.

23. The Dealership is an authorized dealer of General Motors LLC's products and services, including new vehicles branded as "Chevrolet."

24. Stock car racing events can be used as hospitality opportunities for marketing, advertising, and employee benefits (hereinafter "Corporate Events") for motor vehicle dealers such as Defendants.

25. For many years Mike Lallier has attended stock car racing events in his capacity as an officer, manager, owner, and operator of the Dealership and Lallier's Holding Company. Mike Lallier was at Darlington Raceway during the weekend of September 3, 2016 in this capacity.

26. Upon information and belief, in early 2016, the Dealership bought a large camper-style recreational vehicle designed to sleep up to six people for approximately \$155,000, and then added a \$5,000 observation deck (hereinafter "the Dealership R.V."). On or about September 1, 2016 it was transported to the Darlington, South Carolina stock car racing venue by Dealership employees at the Dealership's cost so that the Dealership could host corporate events over the

course of the September 2016 Labor Day weekend. Mike Lallier also was expected to, and in fact did, stay in the Dealership R.V. in the "in-field" of the Darlington Raceway each night of during the weekend.

27. All expenses related to the Dealership R.V. and its hospitality events, including those during the September 2016 Labor Day weekend, were paid by the Dealership, including fuel, alcohol, staffing, transportation services, maintenance, cleaning, and amenities.

28. The Dealership R.V. was one of several vehicles the Dealership owned, each of which was financed on its "floor plan" credit program. These vehicles were nominally part of the Dealership's product inventory, but none had been sold in the past several years. However, as further discussed below, all of these vehicles were sold or otherwise removed from the Dealership immediately after the events alleged in this Complaint took place.

29. During the weekend of September 3, 2016, Minor Plaintiff camped in the "in-field" of Darlington Raceway along with his father and other family members. They planned to spend the weekend in the "in-field" and watch the featured race on September 5, 2016.

Unlawful and Abusive Conduct

30. On the afternoon of September 3, 2016, Minor Plaintiff was walking around the "in-field" with [REDACTED] when he was approached by Mike Lallier.

31. Minor Plaintiff 16 and Minor Plaintiff 17 [REDACTED]
[REDACTED]

32. [REDACTED] Mike Lallier exposed each of Minor Plaintiff 16 and Minor Plaintiff 17 to inappropriate sexual materials and induced them to engage in inappropriate conversations.

33. Minor Plaintiff had met Mike Lallier on prior occasions [REDACTED]
[REDACTED] at the time of their prior encounters. Some of these

meetings with Mike Lallier took place at Corporate Events held both in North Carolina and out of state.

34. Mike Lallier offered to take Minor Plaintiff and [REDACTED] back to the Dealership R.V.

35. Minor Plaintiff declined Mike Lallier's invitation for Minor Plaintiff and [REDACTED] to come eat ice cream in the Dealership R.V., and they departed Mike Lallier to spend time with their family.

36. Later on September 3, 2016, closer to evening, Minor Plaintiff again was approached by Mike Lallier. This time Mike Lallier quietly offered Minor Plaintiff alcohol if Minor Plaintiff would come spend time with him in the Dealership R.V.

37. Minor Plaintiff accepted Mike Lallier's invitation, and he walked back to the Dealership R.V. with Mike Lallier, but otherwise alone.

38. Unbeknownst to Minor Plaintiff, Mike Lallier had been at the Darlington Raceway since Thursday, September 1, 2016, and, upon information and belief, had been having illicit sexual relations within the Dealership R.V. after abusing alcohol and consuming illegal drugs with at least two male Dealership employees and another male person, all of whom were under the age of 25.

39. Upon entering the Dealership R.V., Mike Lallier filled a red plastic 16 ounce cup with ½ "Crown Royal" whiskey and ½ coke, handed it to Minor Plaintiff, and told him to enjoy it.

40. Minor Plaintiff began drinking the alcoholic beverage while Mike Lallier made himself a gin and tonic.

41. Approximately five minutes later, Mike Lallier then retrieved a bottle of "Fireball" whiskey out of a Dealership R.V. refrigerator, and poured both himself and Minor Plaintiff one

shot glass each of "Fireball." Mike Lallier drank the shot of "Fireball" and encouraged Minor Plaintiff to drink one as well, which he did.

42. Minor Plaintiff was shirtless at this time because he had spent a great deal of the day outside, and Mike Lallier observed and commented that Minor Plaintiff was getting sunburned. Mike Lallier insisted that he should put lotion onto Minor Plaintiff's back.

43. Minor Plaintiff initially declined Mike Lallier's overture regarding applying the lotion.

44. Minor Plaintiff then began to feel the effects of the alcohol given to him by Mike Lallier, as described above.

45. As the alcohol provided to Minor Plaintiff by Mike Lallier continued to impair Minor Plaintiff's ability to defend himself from any contact, Mike Lallier started to rub lotion all over Minor Plaintiff's back, arms, neck, chest, and stomach in a sensual manner within the Dealership R.V.

46. Minor Plaintiff became frightened by Mike Lallier's acts and because he realized he was alone in the Dealership R.V. with Mike Lallier, who was physically and mentally imposing and intimidating.

47. Next Mike Lallier began discussing masturbation with Plaintiff. Mike Lallier's remarks included informing Minor Plaintiff that Mike Lallier enjoys masturbating and asking Minor Plaintiff whether or not Minor Plaintiff masturbates. Mike Lallier then poured a second shot glass full of "Fireball" for Minor Plaintiff, which Minor Plaintiff drank. Mike Lallier then asked Minor Plaintiff, "How big is your penis?"

48. Mike Lallier then asked Minor Plaintiff how long it takes Minor Plaintiff to ejaculate during masturbation while he poured Minor Plaintiff a third full shot glass of "Fireball," which Minor Plaintiff drank. Minor Plaintiff made up a response to Mike Lallier's question.

49. Mike Lallier then asked Minor Plaintiff the length of Minor Plaintiff's penis, to which Minor Plaintiff made up a number.

50. Mike Lallier then pulled out a large money clip stuffed with currency, and informed Minor Plaintiff that Mike Lallier was "a gambling man," and that Mike Lallier would bet Minor Plaintiff \$40.00 to Minor Plaintiff's \$20.00 that Minor Plaintiff's penis was not over five inches long.

51. Minor Plaintiff went to the bathroom to relieve himself, during which time Mike Lallier made Minor Plaintiff his fourth shot of "Fireball." After Minor Plaintiff drank this shot, Mike Lallier showed Minor Plaintiff pornographic videos on his cell phone, asked him to pick one out so he could get his "dick" hard, and so he could measure his penis for the bet. Minor Plaintiff picked a video out and started back to the bathroom to measure his penis for the bet when Mike Lallier said, "No! Do it on the bed where you will be more comfortable." Minor Plaintiff then went to the bed and Mike Lallier gave him a tape measure. Minor Plaintiff then started to push his penis through his boxer shorts, but then Mike Lallier said, "That's not how you measure it!"

52. After Mike Lallier informed Minor Plaintiff that Minor Plaintiff was not measuring his penis correctly, Mike Lallier pulled down Minor Plaintiff's boxer shorts, grabbed Minor Plaintiff's penis, gently pushed Minor Plaintiff flat on the bed, and measured Minor Plaintiff's penis while fondling Minor Plaintiff's testicles.

53. At this point, Minor Plaintiff was impaired from the alcohol provided by Mike Lallier, and very fearful about the full scope and nature of the sexual acts Mike Lallier intended to attempt upon Minor Plaintiff. Specifically, Minor Plaintiff was fearful that Mike Lallier would attempt to sodomize him.

54. After Mike Lallier measured Minor Plaintiff's penis, he informed Minor Plaintiff that he had lost the bet, and he put \$40.00 beside Minor Plaintiff on the bed.

55. While Minor Plaintiff was still on the bed, Mike Lallier then offered to bet Minor Plaintiff \$100.00 that he could not ejaculate within fifteen minutes.

56. Mike Lallier soon thereafter informed Minor Plaintiff that he could see he was going to lose the bet, but that Mike Lallier should make this more enjoyable for Minor Plaintiff.

57. Mike Lallier pulled out a bottle of lubricant and a tan sex toy shaped like a vagina and he told Minor Plaintiff it was called a "pocket pussy."

58. Mike Lallier began to apply lubrication jelly to Minor Plaintiff's penis with his hand, while pushing Minor Plaintiff back down onto the bed each time Minor Plaintiff tried to get up.

59. Mike Lallier then manually used the sex toy upon Minor Plaintiff.

60. As Mike Lallier was pulling on the sex toy on Minor Plaintiff's penis, Mike Lallier said, "Your 15 minutes is about up." At which point Minor Plaintiff pushed Mike Lallier off the sex toy and Minor Plaintiff finished the ejaculation process. Then Minor Plaintiff started to clean himself up but Mike Lallier said, "No, I'll do it." Mike Lallier got a wet towel and wiped it off Minor Plaintiff and the bed, and then watched Minor Plaintiff as he got dressed. Then Mike Lallier said, "Damn, I guess I lost \$140.00." Mike Lallier then added, "But if you come back and stay tonight, I'll put \$100.00 on the bed for you." Minor Plaintiff understood this remark to communicate that Mike Lallier wanted Minor Plaintiff to return to the Dealership R.V. later that night for additional sexual contact.

61. Mike Lallier began to walk Minor Plaintiff out of the Dealership R.V., and as he did so, he placed a \$100.00 bill on one of the bunk beds, and let Minor Plaintiff know that the money was for him if he could come back and spend the night. Minor Plaintiff understood this remark to communicate that Mike Lallier wanted Minor Plaintiff to return to the Dealership R.V. later that night for additional sexual contact.

62. Mike Lallier then told Minor Plaintiff, "Remember, [Minor Plaintiff's first name], what happens at a race, stays at the race, don't tell anyone what we did."

63. Minor Plaintiff perceived Mike Lallier's command as a threat, and he was very fearful of bodily harm if he told anyone what Mike Lallier had done to him.

64. Mike Lallier began to walk Minor Plaintiff out of the Dealership R.V., and as he did so, he asked Minor Plaintiff, "Why are you so quiet?" to which Minor Plaintiff replied he was tired.

65. Mike Lallier walked Minor Plaintiff about half-way back to his family's camping area, and then left him alone in the dark - shirtless, inebriated, covered in sun-block rubbed on by Mike Lallier, and with \$140.00 in cash.

Immediate Aftermath of Unlawful and Abusive Conduct

66. Minor Plaintiff woke up "hung over" late the next day hoping the encounter with Mike Lallier had been a horrible nightmare, but he knew it had happened. He opened his wallet and found the \$140.00 from Mike Lallier was still there. Moreover, Minor Plaintiff could smell the lotion rubbed on him by Mike Lallier.

67. Minor Plaintiff was scared at first to tell any adult about Mike Lallier's actions because he was afraid for his safety, and he was ashamed and embarrassed.

68. Minor Plaintiff worked up the courage to tell an adult about what had happened to him, despite Mike Lallier's threat.

69. Shortly after he came to terms that the interactions with Mike Lallier had happened, Minor Plaintiff spoke with his mother and informed her about Mike Lallier's actions and conduct. Soon thereafter Mike Lallier's misconduct was reported to Darlington County Sheriff's deputies.

70. As a result of the conduct described above, Mike Lallier was promptly charged with felonious sexual misconduct and has since been indicted in Darlington County, South Carolina for felonious criminal sexual conduct with a minor as a result of the conduct described above.

71. The Dealership R.V. was initially impounded by the Darlington, South Carolina Sheriff's Department. When it was released, Mike Lallier – with the Dealership's and Lallier's Holding Company's knowledge and/or assistance – immediately had the Dealership R.V. thoroughly cleaned by a Dealership employee and a Dealership third-party cleaning vendor, and had its bedding taken to a dry cleaner. The Dealership R.V. was then removed from the Dealership, along with all other similar vehicles in the Dealership's possession or control.

72. Upon information and belief, since criminal charges were first filed and some of the misconduct alleged above has become publicly known, Mike Lallier has taken steps to liquidate his assets, including efforts to sell his home, in an effort to hide them from prospective claimants and creditors, including Minor Plaintiff.

73. As a direct and proximate result of Mike Lallier's misconduct and abuse, which is also attributable to the Dealership and Lallier's Holding Company for the reasons stated below, Minor Plaintiff has suffered, and will continue to suffer, severe and permanent psychological and emotional injuries, trauma, mental anguish, pain and suffering, and loss of enjoyment of life.

Business Defendants' Direct Misconduct

74. Upon information and belief, Gene Reed first hired Mike Lallier to work in one of his car dealerships in or around 1980, when Mike Lallier married Gene Reed's step-daughter. Upon information and belief, in or around 1988, Gene Reed and Mike Lallier bought Fayetteville's downtown Chevrolet dealership as co-owners, though Gene Reed has a larger ownership percentage. Shortly thereafter Mike Lallier moved to Fayetteville from Charleston, South Carolina.

75. In 1997 the dealership that Gene Reed and Mike Lallier owned was sold to the first of two third-party owners, but it was repurchased by Gene Reed and Mike Lallier in 2007 by the entity defined herein as the Dealership. The series of dealership owners preceding the Dealership from 1988 to 2007 may be referred to herein as the "Predecessor Dealerships."

76. Throughout the period of 1988 to the present, the Dealership and the Predecessor Dealerships – regardless of ownership structure - have done business as "Reed-Lallier Chevrolet."

77. Throughout the period of 1988 to the present, the Dealership and the Predecessor Dealerships – regardless of ownership structure - have employed Mike Lallier as a manager or otherwise placed him in positions of operational control. Upon information and belief, prior to September 2016, Mike Lallier has previously had or demanded sexual relations with at least seven young, male employees of the Dealership or the Predecessor Dealerships who later threatened or filed legal claims against Mike Lallier and his employers.

78. Upon information and belief, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were aware of the threatened or filed legal claims referenced in the preceding paragraph before September 1, 2016, yet they failed to take reasonable steps to prevent further misconduct. Instead, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company made Mike Lallier the Dealership's "president" and provided the Dealership R.V. and transportation services to Mike Lallier for his unsupervised use in soliciting sex from Dealership employees and others, including Minor Plaintiff. Further, over the course of this period Gene Reed, Reed's Holding Company, and Lallier's Holding Company actually granted to Mike Lallier promotions in rank and title and increased his ownership interest in the Dealership and the Predecessor Dealerships.

79. Mike Lallier engaged in sexual misconduct with Minor Plaintiff 16 and gave him alcohol within a corporate recreational vehicle at a Darlington NASCAR race in 2014. Further,

Mike Lallier plied Minor Plaintiff 16 with alcohol and engaged in inappropriate sexual conversations on corporate-sponsored trips and pursued other grooming behaviors occurred on corporate-controlled premises and within Mike Lallier's home. The Dealership and Lallier's Holding Company, and were aware of this misconduct by operation of law.

80. Mike Lallier plied Minor Plaintiff 17 with alcohol and engaged in inappropriate sexual conversations on corporate-sponsored trips and pursued other grooming behaviors occurred on corporate-controlled premises. The Dealership and Lallier's Holding Company, and were aware of this misconduct by operation of law.

81. Upon information and belief, Defendants, or at least one of them or their business affiliates or insurers, have previously paid in excess of \$25,000 to several male then- or former-Dealership or Predecessor Dealership employees under the age of 25 to resolve threatened or filed legal claims against one or more of the Defendants based on alleged sexual misconduct by Mike Lallier. Upon information and belief, in two instances, claimants were paid by Defendants or their business affiliates at least \$100,000 and at least \$450,000 to settle these claims. Upon information and belief, these payments were made under the express condition of confidentiality, which (i) promoted the likelihood that Mike Lallier may remain in good standing in the community free from investigation by law enforcement and other social services agencies and (ii) deprived other prospective victims, including other Dealership employees and Minor Plaintiffs, fair notice of the threats arising from Mike Lallier's repeated and foreseeable sexual misconduct and continued employment at the Dealership.

82. Upon information and belief, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were aware of the payments and confidentiality requirements referenced in the preceding paragraph before September 1, 2016, yet they failed to take reasonable steps to prevent further misconduct or to provide fair notice to other prospective

victims, including other Dealership employees and Minor Plaintiffs, of the threats arising from Mike Lallier's repeated and foreseeable sexual misconduct and continued employment at the Dealership. Instead, the Dealership and Lallier's Holding Company made Mike Lallier the Dealership's "president" and provided the Dealership R.V. (and other similar vehicles) and transportation services to Mike Lallier for his unsupervised use in soliciting sex from Dealership employees and others, including Minor Plaintiffs. Further, over the course of this period, Gene Reed, Reed's Holding Company, and Lallier's Holding Company actually granted to Mike Lallier promotions in rank and title and increased his ownership interest in the Dealership and the Predecessor Dealerships.

83. Upon information and belief, due at least in part to the misconduct allegations referenced earlier in this section of the Complaint, Mike Lallier was deemed uninsurable as a manager at such time that the Dealership purchased its franchise from a third-party in or about 2007 and, as a result, the Dealership's insurer only provided coverage to the Dealership if Mike Lallier was permitted to have limited management or oversight responsibilities.

84. Upon information and belief, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were aware that Mike Lallier was uninsurable as a manager in or about 2007, yet they empowered him with full management authority and failed to take reasonable steps to supervise or otherwise prevent further misconduct. Instead, the Dealership and Lallier's Holding Company made Mike Lallier the Dealership's "president" and provided the Dealership R.V. (and other similar vehicles) and transportation services to Mike Lallier for his unsupervised use in soliciting sex from Dealership employees and others, including Minor Plaintiffs. Further, over the course of this period, Gene Reed, Reed's Holding Company, and Lallier's Holding Company actually granted to Mike Lallier promotions in rank and title and increased his ownership interest in the Dealership and the Predecessor Dealerships.

85. Throughout the period of 1988 to the present, Gene Reed and Mike Lallier, together with their business affiliates, have been informed of Mike Lallier's sexual misconduct as alleged herein.

86. Mike Lallier had engaged in felonious misconduct prior to September 1, 2016, and Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were or should have been aware of that fact prior to September 1, 2016. For example, public records reflect that Mike Lallier pleaded guilty in Federal Court to participating in a conspiracy to acquire Marijuana in Mexico and to transport it to Texas, continuing a criminal enterprise, and importation of thousands of pounds of marijuana, which conspiracy included Mike Lallier's joint purchase of an airplane for that purpose under a fictitious name.

87. Upon information and belief, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were aware of Mike Lallier's guilty plea referenced in the preceding paragraph before September 1, 2016, yet they failed to take reasonable steps to prevent further misconduct. Instead, the Dealership and Lallier's Holding Company made Mike Lallier the Dealership's "president" and provided the Dealership R.V. and transportation services to Mike Lallier for his unsupervised use in soliciting sex from Dealership employees and others, including Minor Plaintiffs.

88. As alleged above, Minor Plaintiff had met Mike Lallier on prior occasions [REDACTED]

[REDACTED] Immediately after the sexual assault described above, Mike Lallier [REDACTED]

[REDACTED]
[REDACTED]

89. [REDACTED] in the aftermath of the sexual assault and any general desire to protect the public, the Dealership, Gene Reed, Reed's

Holding Company, and Lallier's Holding Company have elected not to place Mike Lallier on "administrative leave" and, instead, have allowed Mike Lallier to remain the acting "president" and "dealer operator" of the Dealership. Upon information and belief, Mike Lallier's presence at and managerial involvement with the Dealership has actually increased since his sexual assault of Minor Plaintiff.

90. Upon information and belief, Mike Lallier directed a Dealership employee and a Dealership third-party cleaning vendor to clean the Dealership R.V. and then remove the Dealership R.V. and other similar Dealership-owned recreational vehicles from the possession and control of the Dealership and Lallier's Holding Company immediately for the intended purpose of destroying evidence that may later be relevant to civil and criminal proceedings arising from the conduct alleged above.

91. Upon information and belief, the Dealership and Lallier's Holding Company knew of Mike Lallier's intention to destroy evidence as alleged in the preceding paragraph and, instead of taking reasonable steps to protect Minor Plaintiff, his family, Minor Plaintiff 16, Minor Plaintiff 17, and other foreseeable victims, failed to take reasonable steps to prevent it.

92. Upon information and belief, Gene Reed, Reed's Holding Company, and the Dealership were aware of the criminal charges filed against Mike Lallier in Darlington, South Carolina soon enough that they could have acted to prevent Mike Lallier from destroying evidence relevant to civil and criminal proceedings arising from the conduct alleged above, but, instead of taking reasonable steps to protect Minor Plaintiff, his family, Minor Plaintiff 16, Minor Plaintiff 17, and other foreseeable victims, Gene Reed, Reed's Holding Company, and the Dealership failed to take reasonable steps to prevent it.

93. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company were motivated by financial gain to protect Mike Lallier's public image because Mike

Lallier, through the Dealership, Lallier's Holding Company, and Reed's Holding Company, operates one of North Carolina's most profitable Chevrolet dealerships. The Dealership was awarded "North Carolina Chevrolet Dealer of the Year" by an independent rating service for 2015 and 2016.

By and through the conduct alleged above, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company literally chose to pursue greater profit at the expense of the safety and welfare of the Dealership's employees and other future victims, including Minor Plaintiffs, of Mike Lallier's foreseeable sexual misconduct.

First Claim for Relief
Civil Assault By Mike Lallier
(N.C.P.J.I. 800.50)

94. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

95. Mike Lallier, as more fully described above, attempted by an intentional act and by a show of force to initiate harmful, offensive bodily contact with Minor Plaintiffs that would actually offend a reasonable sense of personal dignity.

96. Minor Plaintiffs did not consent to the aforementioned bodily contact threatened and initiated by Mike Lallier.

97. Moreover, Minor Plaintiffs lacked the capacity to consent to the bodily contact initiated by Mike Lallier due to Minor Plaintiff's age, and due to Mike Lallier providing alcohol to Minor Plaintiff to the point that Minor Plaintiffs became impaired.

98. Such act or display caused each Minor Plaintiff to have a reasonable apprehension that harmful and/or offensive contact with his person was imminent.

99. Mike Lallier had the present ability to cause the offensive and harmful contact with Minor Plaintiffs.

100. Mike Lallier had no immunity or other lawful excuse for the threatened bodily contact.

101. As a direct and proximate result of Mike Lallier's conduct, each Minor Plaintiff has suffered injury, pain, and suffering.

102. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Mike Lallier as a result of his acts and omissions as described above.

Second Claim for Relief
Civil Battery By Mike Lallier
(N.C.P.J.I. 800.51)

103. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

104. Mike Lallier, as more fully described above, in fact caused by an intentional act a harmful, offensive bodily contact with each Minor Plaintiff that would actually offend a reasonable sense of personal dignity.

105. Each Minor Plaintiff did not consent to the aforementioned bodily contact initiated by Mike Lallier.

106. Moreover, each Minor Plaintiff lacked the capacity to consent to the bodily contact initiated by Mike Lallier due to each Minor Plaintiff's age, and due to Mike Lallier providing alcohol to Minor Plaintiffs to the point that Minor Plaintiffs became impaired.

107. Mike Lallier had no immunity or other lawful excuse for the bodily contact.

108. As a direct and proximate result of Mike Lallier's conduct, each Minor Plaintiff has suffered injury, pain, and suffering.

109. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Mike Lallier as a result of his acts and omissions as described above.

Third Claim for Relief
Intentional Infliction of Emotional Distress By Mike Lallier
(N.C.P.J.I. 800.60)

110. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

111. Each Mike Lallier, as more fully described above, engaged in intentional, extreme, and outrageous conduct outside the bounds usually tolerated by decent society.

112. Mike Lallier intended to cause severe emotional distress to each Minor Plaintiff by and through his intentional, extreme, and outrageous conduct.

113. Mike Lallier's intentional, extreme, and outrageous conduct did in fact cause severe emotional distress to each Minor Plaintiff.

114. As a direct and proximate result of Mike Lallier's conduct, each Minor Plaintiff has suffered injury, pain, and suffering.

115. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Mike Lallier as a result of his acts and omissions as described above.

Fourth Claim for Relief
Vicarious Liability of Dealership, Lallier's Holding Company, and Reed's Holding Company for Mike Lallier's Battery, Assault, and Intentional Infliction of Emotional Distress
(N.C.P.J.I. 103.10 & 103.70)

116. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

117. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company are vicariously liable for the improper conduct of Mike Lallier alleged in prior-stated claims for Assault, Battery, and Intentional Infliction of Emotional Distress.

118. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company expressly authorized or unreasonably failed to prevent Mike Lallier's misconduct,

including (i) Mike Lallier's knowing use of the Dealership R.V. and other Dealership assets during the period in question and (ii) Mike Lallier's subsequent destruction of evidence through use of Dealership employees and other Dealership assets to clean the Dealership R.V. and to remove the Dealership R.V. and all other Dealership recreational vehicles from the reach of law enforcement and other Court procedures.

119. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company impliedly authorized or unreasonably failed to prevent Mike Lallier's misconduct, since Mike Lallier's misconduct was committed within the scope of his role as "president" and "dealer operator" of Dealership and in furtherance of Gene Reed's, the Dealership's, Lallier's Holding Company's, and Reed's Holding Company's marketing of their business at the Darlington Raceway.

120. Mike Lallier's misconduct was ratified by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company by (i) their long-standing and repeated failures to respond properly to prior, similar bad acts; (ii) their long-standing and repeated acquiescence to or direct participation in efforts to conceal prior, similar bad acts; and (iii) their direct participation in or unreasonable failure to prevent the destruction of evidence through cleaning of the Dealership R.V. and removal of all Dealership recreational vehicles.

121. As a direct and proximate result of Mike Lallier's conduct, for which Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company are vicariously liable, Minor Plaintiff has suffered injury, pain, and suffering.

122. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company as a result of Mike Lallier's acts and omissions as described above.

Fifth Claim for Relief
**Negligent Infliction of Severe Emotional Distress by Gene Reed,
Dealership, Lallier's Holding Company, and Reed's Holding Company
(N.C.P.J.I. 102.84)**

123. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

124. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company each employed Mike Lallier or caused him to be employed by the Dealership.

125. Mike Lallier was at the Darlington Raceway during the events described above incident to his employment by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company for the purpose of marketing of their business.

126. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company owed each Minor Plaintiff a duty of care, in that Mike Lallier's misconduct, as described above, occurred as a direct result of his employment by each of them.

127. Each Minor Plaintiff was rightfully present at the site of Mike Lallier's misconduct as an employee or an invitee to premises owned and/or controlled by the Dealership.

128. Mike Lallier was incompetent for the positions and responsibilities entrusted to him by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company due to his prior, repeated misconduct.

129. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company each knew or reasonably should have known of his incompetence due to their awareness of his prior repeated misconduct.

130. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company had both actual and constructive notice of Mike Lallier's propensity to commit harms upon Minor Plaintiff, as described above.

131. Mike Lallier, as more fully described above, engaged in intentional, extreme, and outrageous conduct outside the bounds usually tolerated by decent society.

132. Mike Lallier intended to cause severe emotional distress to each Minor Plaintiff by and through his intentional, extreme, and outrageous conduct.

133. Mike Lallier's intentional, extreme, and outrageous conduct did in fact cause severe emotional distress to each Minor Plaintiff.

134. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company breached their duties of care to each Minor Plaintiff by empowering to be present and to act in the manners described above.

135. As a direct and proximate result of the negligent infliction of severe emotional distress by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company, each Minor Plaintiff has suffered injury, pain, and suffering.

136. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company as a result of their own acts and omissions as described above.

Sixth Claim for Relief
Negligent Hiring and Retention by Gene Reed, Dealership, Lallier's Holding Company, and Reed's Holding Company
(N.C.P.J.I. 640.42)

137. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

138. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company each employed Mike Lallier or caused him to be employed by the Dealership.

139. Mike Lallier was at the Darlington Raceway during the events described above incident to his employment by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's

Holding Company for the purpose of marketing of their business.

140. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company owed Minor Plaintiff a duty of care, in that Mike Lallier's misconduct, as described above, occurred as a direct result of his employment by each of them.

141. Each Minor Plaintiff was rightfully present at the site of Mike Lallier's misconduct as an employee or invitee to premises owned and/or controlled by the Dealership.

142. Mike Lallier was incompetent for the positions and responsibilities entrusted to him by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company due to his prior, repeated misconduct.

143. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company each knew or reasonably should have known of his incompetence due to their awareness of his prior repeated misconduct.

144. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company had both actual and constructive notice of Mike Lallier's propensity to commit harms upon each Minor Plaintiff, as described above.

145. Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company breached their duties of care to Plaintiff by empowering to be present and to act in the manners described above.

146. As a direct and proximate result of the negligent hiring and retention by Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company, each Minor Plaintiff has suffered injury, pain, and suffering.

147. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company as a result of their own acts and omissions as described above.

Seventh Claim for Relief
**Civil Conspiracy by Mike Lallier, Gene Reed, the Dealership,
Lallier's Holding Company, and Reed's Holding Company**
(N.C.P.J.I. 103.31)

148. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

149. Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company had knowledge that Mike Lallier previously had or demanded sexual relations with at least seven young, male employees of the Dealership or the Predecessor Dealerships who later threatened or filed legal claims against Mike Lallier and/or the Dealership and/or Lallier's Holding Company.

150. Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company agreed to maintain the confidentiality of Mike Lallier's sexual acts and to resolve threatened or filed legal claims against one or more of the Defendants based on Mike Lallier's alleged sexual misconduct. By and through this conspiracy, Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company literally chose to pursue greater profit at the expense of the safety and welfare of the Dealership's employees and other future victims, including each Minor Plaintiff, of Mike Lallier's foreseeable sexual misconduct.

151. In furtherance of the conspiracy, Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and/or Reed's Holding Company paid at least \$25,000 to several of the then- or former- Dealership or Predecessor Dealership employees to resolve threatened or filed legal claims against one or more of the Defendants based on alleged sexual misconduct by Mike Lallier; and, in two instances, Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and/or Reed's Holding Company paid then- or former- Dealership or Predecessor Dealership employees

at least \$100,000 and at least \$450,000 respectively to settle these claims and to ensure the continued operation and profitability of the Dealership.

152. In addition, over the course of this conspiracy Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company continued to employ Mike Lallier and to empower him with full management authority in order to maintain the confidentiality of Mike Lallier's sexual misconduct, and thereby ensure the continued operation and profitability of the Dealership. Further, over the course of this conspiracy Gene Reed, Reed's Holding Company, and Lallier's Holding Company actually granted to Mike Lallier promotions in rank and title and increased his ownership interest in the Dealership and the Predecessor Dealerships.

153. Mike Lallier's acts constitute battery, assault, and intentional infliction of emotional distress.

154. By and through the conduct alleged above, Defendants conspired to violate or disregard the law and to act in an immoral manner.

155. By and through the conduct alleged above, one or more of the Defendants committed overt acts in furtherance of the conspiracy, by, among other things, (i) making payments to prior victims of Mike Lallier's misconduct and (ii) destroying evidence that may reveal or expose Mike Lallier's bad acts and the conspiracy itself.

156. By and through the conduct alleged above, Defendants conspired to do unlawful acts or to do lawful acts in an unlawful way.

157. As a direct and proximate result of the conspiracy, each Minor Plaintiff suffered injury, pain, and suffering.

158. Each Minor Plaintiff is entitled to recover an amount in excess of \$25,000.00 from Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company as a result of his acts and omissions as described above.

Eighth Claim for Relief
Award of Punitive Damages from All Defendants
(N.C.P.J.I. 810.96)

159. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

160. As a direct and proximate result of Mike Lallier's, Gene Reed's, the Dealership's, Lallier's Holding Company's, and Reed Holding Company's conduct, each Minor Plaintiff has suffered injury, pain, and suffering, which harms are compensable under each of the preceding claims for relief.

161. Mike Lallier's, Gene Reed's, the Dealership's, Lallier's Holding Company's, and Reed Holding Company's acts and omissions, *prior to the sexual assault that took place in Darlington, South Carolina on September 3, 2016, as well as the sexual assault itself*, as described above, demonstrate a conscious and intentional disregard of and indifference to the rights and safety of others, and/or their actions were willful and wanton, and which Mike Lallier, the Dealership, Gene Reed, Reed's Holding Company, and Lallier's Holding Company knew or should have known were reasonably likely to result in injury, damage or other harm to others, to include each Minor Plaintiff. The acts and omissions of this nature justifying punitive damages include, but are not limited to, the following: knowing disregard or prior sexual misconduct; intentional efforts to buy the silence of prior victims; intentional enabling of Mike Lallier's misconduct through funding and promotion of abusive corporate hospitality events; and the sexual assault itself.

162. Further, Mike Lallier's, Gene Reed's, the Dealership's, Lallier's Holding Company's, and Reed Holding Company's acts and omissions *subsequent to the sexual assault in Darlington, South Carolina on September 3, 2016*, as described above, demonstrate a conscious and intentional disregard of and indifference to the rights and safety of others, and/or their actions

were willful and wanton, and which Mike Lallier, the Dealership, Gene Reed, Reed's Holding Company, and Lallier's Holding Company knew or should have known were reasonably likely to result in injury, damage or other harm to others, to include each Minor Plaintiff. Acts and omissions after the sexual assault justifying punitive damages include, but are not limited to, the following: punitive actions toward Minor Plaintiff's family; willful destruction of evidence; and failures to take any steps to curtail Mike Lallier's presence at the Dealership.

163. There is a need to punish Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company for their egregiously wrongful acts described above and to deter them and others from committing similar wrongful acts.

164. Each Minor Plaintiff is entitled to recover such punitive damages as may be awarded which bear a rational relationship to the sum reasonably needed to punish Mike Lallier, Gene Reed, the Dealership, and Lallier's Holding Company, and Reed's Holding Company or to deter them and others from committing similar wrongful acts in the future.

165. Each Minor Plaintiff is entitled to recover punitive damages an amount in excess of \$25,000.00 from Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company as a result of their independent and cooperative acts and omissions as described above.

Ninth Claim for Relief
Motion for Temporary Restraining Order and Preliminary
Injunctive Relief from All Defendants
(N.C. Gen. Stat. §§ 1A-1, Rule 65, and 1-485)

166. Each Minor Plaintiff incorporates by reference as if fully set forth the preceding paragraphs of this Complaint.

167. Each Minor Plaintiff, pursuant to Rule 65(b) of the North Carolina Rules of Civil Procedure and N.C. Gen. Stat. § 1-485 and the Court's equitable powers, moves the Court to issue

a Temporary Restraining Order (hereinafter "TRO") and, thereafter, a Preliminary Injunction to enjoin Defendants Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company and those in concert therewith from transfer or selling assets and real property owned by Defendants except in the normal course of business.

168. In support of this request for a TRO and Preliminary Injunction, each Minor Plaintiff requests that the Court accept this Complaint, supporting affidavits and other admissible evidence provided to the Court at such time as this Motion is heard.

169. A temporary restraining order and preliminary injunction should be issued "if a plaintiff (1) is able to show likelihood of success on the merits of its case and (2) is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of a plaintiff's rights during the course of litigation." *A.E.P. Industries, Inc. v. McClure*, 308 N.C. 393, 401, 302 S.E.2d 754, 759-60 (1983). This means that a temporary restraining order and preliminary injunction should issue if there is "probable cause for supposing that the plaintiff will be able to maintain his primary [action] and there is a reasonable apprehension of irreparable loss unless [an injunction is] in force." *Id.* at 409, 302 S.E.2d at 764. Moreover, irreparable injury is "not an injury which is beyond the possibility of repair or possible monetary compensation, but . . . is one to which the complainant in equity and good conscience should not be required to submit." *Hooks v. Int'l Speedways, Inc.*, 263 N.C. 686, 691, 140 S.E.2d 387, 391 (1965). To establish irreparable injury under Rule 65, "it is not essential that it be shown that the injury is beyond the possibility of repair or possible compensation in damages, but that the injury is one to which the complainant should not be required to submit or the other party permitted to inflict." *Lake House Acad. for Girls LLC v. Jennings*, 2011 NCBC 40, 44 (J. Gale 2011) (emphasis in original).

170. By express statutory authority, this Court may enter a preliminary injunction

(1) When it appears by the complaint that the plaintiff is entitled to the relief demanded, and this relief, or any part thereof, consists in restraining the commission or continuance of some act the commission or continuance of which, during the litigation, would produce injury to the plaintiff; or,

(2) When, during the litigation, it appears by affidavit that a party thereto is doing or threatens or is about to do, or is procuring or suffering some act to be done in violation of the rights of another party to the litigation respecting the subject of the action, and tending to render the judgment ineffectual; or,

(3) When, during the pendency of an action, it appears by affidavit of any person that the defendant threatens or is about to remove or dispose of his property, with intent to defraud the plaintiff.

N.C. Gen. Stat. § 1-485.

171. Mike Lallier, Gene Reed, the Dealership, Lallier's Holding Company, and Reed's Holding Company, upon information and belief, are seeking to sell and transfer various assets to include, *inter alia*, Mike Lallier's home, their ownership interests in the Dealership, Lallier's Holding Company, and Reed's Holding Company in an effort to make Defendants "judgment proof" or otherwise better able to frustrate collection of the foreseeable judgments against them.

172. A General Motors LLC corporate representative has stated that General Motors LLC has placed the Dealership on notice that it is in default of its franchise agreement, which remedies include termination of Defendants' Chevrolet franchise rights.

173. Upon information and belief, Defendants have been denied insurance coverage for the claims alleged herein.

174. As alleged above, Defendants have shown a conscious disregard for the Court and the interests of justice by and through the underling intentional misconduct and subsequent efforts to destroy evidence.

175. Defendants' actions to impoverish themselves, together with the uncertain status of the Dealership's franchise and the absence of insurance coverage, will cause immediate and irreparable injury, loss and damage to each Minor Plaintiff unless the Defendants are enjoined from continuing to act.

176. Sufficient evidence exists for the Court to conclude that each Minor Plaintiff is entitled to the relief he seeks and that he is likely to prevail on some or all of his claims against some or all of the Defendants.

177. Sufficient evidence exists for the Court to conclude that during the pendency of this action Defendants, or some of them, are about to remove or dispose of their property with the intent to defraud each Minor Plaintiff.

178. WHEREFORE, each Minor Plaintiff prays the Court enter an Order (i) prohibiting Defendants from taking actions to sell, transfer, or otherwise dispose of any asset with a value over \$10,000 except in the ordinary course of the Dealership's business, unless specifically authorized by the Court or with each Minor Plaintiff's written consent; (ii) permitting expedited discovery on all issues related hereto so that any hearing regarding preliminary relief may be justly considered on the merits; and (iii) any such further and additional relief that the Court may deem just and appropriate.

179. Each Minor Plaintiff further requests that the Court, in its discretion, not require that he obtain a bond because the risk of financial harm to Defendants if a TRO and Preliminary Injunction are issued is negligible and waiver of such requirement, if any, is in the interests of justice. *Keith v. Day*, 60 N.C. App. 559, 299 S.E.2d 296 (1983).

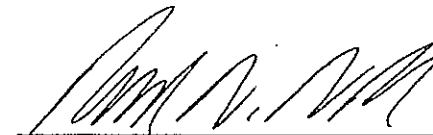
WHEREFORE, Minor Plaintiffs, by and through their Guardians, prays the Court:

1. FOR A TRIAL BY JURY ON ALL ISSUES SO TRIABLE;
2. That Minor Plaintiffs have and recover a Judgment against each Defendant in an amount in excess of \$25,000.00 as compensatory damages, together with interest as provided for by law;
3. That Minor Plaintiffs have and recover a Judgment against each Defendant in an amount in excess of \$25,000.00 as punitive damages pursuant to N.C. Gen. Stat. §1D-1 *et seq.*, together with interest as provided for by law;
4. That Minor Plaintiffs have and recover attorney fees from Defendants, if appropriate, and as provided for by law, including, without limitation, pursuant to N.C. Gen. Stat. §1D-45;
5. That Minor Plaintiffs be provided temporary and preliminary injunctive relief necessary to protect him from Defendants' efforts to secret or otherwise liquidate assets in manners that are inequitable or contrary to the interests of justice;
6. That the costs of the action be taxed to Defendants; and
7. That Minor Plaintiffs have and recover such further relief as this Court deems just and proper from Defendant.

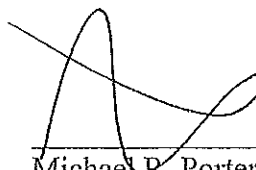
This the 14th day of December, 2016.



Walter L. Tippet, Jr.
N.C. State Bar No. 22357
BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, L.L.P.
Post Office Box 1800
Raleigh, NC 27602
Telephone: (919) 573-6220
Facsimile: (336) 232-9220
wtippet@brookspierce.com
Attorney for Plaintiffs



Reed N. Noble
N.C. State Bar No.: 9977
THE REED NOBLE LAW FIRM, PLLC
5114 Yadkin Road, Suite 100
Fayetteville, NC 28303
Phone: (910) 551-1926
Fax: (910) 920-2707
rnoble@noblelegalservices.com
Attorney for Plaintiffs



Michael R. Porter
N.C. State Bar No.: 37000
THE MICHAEL PORTER LAW FIRM
5851 Ramsey Street
Fayetteville, NC 28311
Telephone: (910) 339-3131
Facsimile: (910) 339-3132
michael@michaelporterlaw.com
Attorney for Plaintiffs